

1 Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure,
2 Plaintiff/Counterdefendant Oakley, Inc. and Sunbelt U.S.A., Inc. d/b/a Typhoon
3 Optics (collectively, the “Parties”), acting through their respective counsel of
4 record, hereby stipulate to the dismissal with prejudice of all claims,
5 counterclaims, and defenses currently pending in the above-captioned action.

6 The Parties have reached an agreement to resolve their dispute. This
7 motion is submitted pursuant to the terms of a Settlement Agreement
8 (“Settlement Agreement”). The Parties jointly move and respectfully request
9 that the Court dismiss with prejudice all claims, counterclaims, and defenses
10 that are currently pending in this action. The Parties have agreed to bear their
11 own costs and attorneys’ fees.

12 The Parties respectfully request that the Court exercise continuing
13 jurisdiction to enforce compliance with the Settlement Agreement

14 Respectfully submitted,

15 KNOBBE, MARTENS, OLSON & BEAR, LLP

16
17 Dated: June 20, 2017

By: /s/ Ali S. Razai

Michael K. Friedland
Ali S. Razai

18
19 Attorneys for Plaintiff
OAKLEY, INC.

20
21 STOEL RIVES LLP

22
23 Dated: June 20, 2017

By: /s/ Joshua G. Gigger (with permission)

Marc T. Rasich
Joshua G. Gigger

24
25 Attorneys for Defendant
SUNBELT U.S.A. INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on June 20, 2017, I caused the foregoing JOINT MOTION TO DISMISS to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all counsel of record.

26148177

/s/ Ali S. Razai
Ali S. Razai